

FILED

APR 14 2011

DAVID CREWS, CLERK
BY [Signature]
Deputy

Case No.: 2:11cv030-WAP-SAA

RECEIVED
APR 14 2011
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF MISSISSIPPI

Amended Complaint

Please find enclosed an Amended Complaint from the Plaintiff pro se Robert F. Sartori, offering a more detailed claim of Personal Jurisdiction of this court over the Defendant, and the violations of Plaintiff's rights the Defendant has committed, as well as exhibits supporting Plaintiff's claim.

The Complaint has been amended as follows:

Lines 34-135 history of events

Lines 289-336 violations

Pages 9-16 exhibits A through E

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

Robert F. Sartori
Plaintiff pro se

VS.

Case No.: 2:11cv030-WAP-SAA

Bonded Collect Services
Defendant

PLAINTIFF'S STATEMENT OF CLAIM
STATEMENT UPON WHICH RELIEF CAN BE GRANTED

COMES NOW the Plaintiff, Robert F. Sartori.

Plaintiff respectfully submits Plaintiffs Statement of Claim and Statement Upon
Which Relief Can Be Granted.

Statement of Claim

The Defendant is a 3rd party debt collector as such is governed under the law by The Fair Debt Collection Practices Act 15 USC Section § 1601, *et seq.* and also reports these Debts to the national credit reporting agencies i.e. Trans Union, Equifax, and Experian. As such the Defendant is also governed under The Fair Credit Reporting Act 15 USC Section § 1681, *et seq.* The State of Mississippi abides and adheres to these laws. Thus establishing the jurisdiction of this honorable court. Specifically sections 813 [15 USC § 1692k] of the FDCPA and 618 [15 USC § 1681p] of the FCRA.

On or about May 11 of 2009 the Defendant claims to have acquired an alleged debt in the Plaintiff's name. Plaintiff's mailing and residential address at this time was 1295 Shady Lane, Tunica, Mississippi 38676. (exhibit A)

On or about June of 2009 the Defendant entered into the Plaintiff's Experian Credit report claiming an alleged debt was owed to them in the amount of \$220. Plaintiff's mailing and residential address at this time was 1295 Shady Lane, Tunica, Mississippi 38676. (exhibit B)

Upon becoming aware of this entry the Plaintiff contacted the Defendant on November 24, 2010 via US Postal Service Certified Mail Return Receipt with a Letter of Dispute asking the Defendant to provide proof of this alleged debt. Plaintiff's residential and mailing address at this time was 1295 Shady Lane, Tunica, Mississippi 38676. The letter sent to the Defendant, return address on the envelope, and CMRR all indicated the Plaintiff's

48 address as 1295 Shady Lane, Tunica, Mississippi 38676. (exhibit C)

49
50 To date the Defendant has not responded to the Plaintiff's request for proof/validation. Yet
51 Defendant still maintains that Plaintiff owes this alleged debt.

52
53 The Defendant *did* respond to Plaintiff's Letter of Dispute by sending the Plaintiff a
54 collection letter on December 6, 2009 to Plaintiff's residence and mailing address of 1295
55 Shady Lane, Tunica, Mississippi 38676. (exhibit D)

56
57 And by re-aging the account citing this alleged debt in December of 2010 in the
58 Plaintiff's Experian credit report which cited the Plaintiff's address as 1295 Shady
59 Lane, Tunica, Mississippi 38676. (exhibit E)

60
61 At all times relevant to these proceedings the Plaintiff did reside and receive mail at 1295
62 Shady Lane, Tunica, Mississippi 38676.

63
64 At no time relevant to these proceedings did the Plaintiff reside or receive mail in New
65 Mexico or anywhere else other than 1295 Shady Lane, Tunica, Mississippi 38676.

66
67 Plaintiff claims this court's Personal Jurisdiction over the Defendant under the
68 **Mississippi Long-Arm Statute** *Miss. Code Ann. § 13-3-57*

69 **Service on nonresident business not qualified to do business in state;**
70 **survival of cause of action in case of death or inability to act; service on**
71 **nonresident executor, administrator, etc**
72 *"Any nonresident person, firm, general or limited partnership, or any foreign or other*
73 *corporation not qualified under the Constitution and laws of this state as to doing*
74 *business herein, who shall...commit a tort in whole or in part in this state against a*
75 *resident or nonresident of this state... shall by such act or acts be deemed to*
76 *be doing business in Mississippi and shall thereby be subjected to the jurisdiction*
77 *of the courts of this state."*

78
79 The Defendant has committed torts against the Plaintiff while the Plaintiff resided at
80 1295 Shady Lane, Tunica Mississippi 38676 by violating the Plaintiff's rights
81 under FCRA and FDCPA laws and has done so by US Postal Service and by entering
82 into the Plaintiff's Experian credit report while Plaintiff was a resident of this state and
83 has therefore satisfied the requirement for "traditional notions of fair play and substantial
84 justice." *International Shoe, 326 U.S. at 316 (1945); Hanson v. Denckla, 357 U.S. 235, 253, 2*
85 *L. Ed. 2d 1283, 78 S. Ct. 1228 (1958);* and placed himself within the Personal Jurisdiction of
86 this court.

87
88 Plaintiff claims this court's Personal Jurisdiction over the Defendant under the
89 **Mississippi Long-Arm Statute** *Miss. Code Ann. § 13-3-57*

90 **Service on nonresident business not qualified to do business in state;**
91 **survival of cause of action in case of death or inability to act; service on**
92 **nonresident executor, administrator, etc**
93 *"Any nonresident person, firm, general or limited partnership, or any foreign or other*

corporation not qualified under the Constitution and laws of this state as to doing business herein, who shall...do any business or perform any character of work or service in this state, shall by such act or acts be deemed to be doing business in Mississippi and shall thereby be subjected to the jurisdiction of the courts of this state.

The Defendant is a debt collector and as such his business is the attempted collecting of debts. By attempting to collect an alleged debt upon the Plaintiff while the Plaintiff resided at 1295 Shady Lane, Tunica, Mississippi 38676 via US Postal Service and by entering into Plaintiff's Experian credit report while Plaintiff lived at the same address the Defendant has done business in this state and has therefore satisfied the requirement for "traditional notions of fair play and substantial justice." *International Shoe, 326 U.S. at 316 (1945); Hanson v. Denckla, 357 U.S. 235, 253, 2 L. Ed. 2d 1283, 78 S. Ct. 1228 (1958);* And placed himself under the Personal Jurisdiction of this court.

Plaintiff claims this court's Personal Jurisdiction over the Defendant under the **Mississippi Long-Arm Statute** *Miss. Code Ann. § 13-3-57*

Service on nonresident business not qualified to do business in state; survival of cause of action in case of death or inability to act; service on nonresident executor, administrator, etc
"Any nonresident person, firm, general or limited partnership, or any foreign or other corporation not qualified under the Constitution and laws of this state as to doing business herein, who shall...do any business or perform any character of work or service in this state, shall by such act or acts be deemed to be doing business in Mississippi and shall thereby be subjected to the jurisdiction of the courts of this state.

The Defendant has admitted to having an account in Mississippi in #9 of Defendant's Affidavit of Porter Morgan.

To fail to grant Personal Jurisdiction over the Defendant would be to deny the Plaintiff in his Fourteenth Amendment right of equal protection under the law. It is undeniable that the Plaintiff's residency in Mississippi pre-dates the Defendant's claim of acquisition of the alleged debt. As such any and all torts committed or contact of any kind were within the jurisdiction of this court. The Plaintiff denies this alleged debt, but the Defendant has continuously, obstinately and arrogantly violated the law under 15 USC 1692 and 15 USC 1681 and in doing so violated the Plaintiff's rights.

Plaintiff has exhausted all other remedy and seeks now to have this matter addressed by the court. The Defendant seeks here again to deny remedy to the Plaintiff by now invoking the protection of the very legal system the Defendant has to date disregarded. The Defendant has shown no such concern for the law or the Plaintiff's rights when he declined to validate this alleged debt or mark the account in dispute in the Plaintiff's Experian credit report as required by federal law when challenged by the Plaintiff.

The Defendant has entered derogatory information into the Plaintiff's Credit report and has Continually updated this information without validating this alleged debt. Plaintiff has verified with Experian on or about December 2010 that they have confirmed

140 That Bonded Collect Services has verified with them that the information is correct.

141

142 The Fair Debt Collection Practices Act states a debt collector must cease collection of a debt
143 if they are asked to provide validation and must provide that validation or cease collection
144 activity.

145

146 The Defendant has not ceased collection activity by entering into the Plaintiff's credit
147 report on the following dates December 2010, January 2011, February 2011 and has
148 violated the FDCPA 15 USC Section § 1601, *et seq.* and the FCRA 15 USC Section §
149 1681, *et seq.* by updating and knowingly reporting erroneous and damaging information
150 to the Credit Reporting Agency Experian, damaging the Plaintiff's Credit Standing,
151 Reputation, and the Plaintiff's Credit Report. Recourse is demanded through the Law as
152 outlined in Fair Debt Collection Practices Act 15 USC Section § 1601, *et seq.* and Fair
153 Credit Reporting Act 15 USC 1681, *et seq.*

154

155 The Plaintiff denies ever having any contractual agreement for credit, loans or services
156 relationship with the Defendant. Even if the Plaintiff did have such an agreement,
157 which the Plaintiff denies, the alleged debt is not in question here as there is no proof
158 of any alleged debt. But the fact as to how it was or was not validated and wrongful
159 actions of the Defendant in an attempt to collect the alleged debt, continued collection
160 activity without proof of any alleged debt, violated the civil rights of the Plaintiff and
161 the law as outlined in the Fair Debt Collection Practices Act, 15 USC § 1601, *et seq.*
162 and the Fair Credit Reporting Act 15 USC § 1681, *et seq.*

163

164 The Plaintiff requested a copy of his Credit Report from Experian in November 2010.

165

166 Upon Inspection of the said report the Plaintiff observed that Bonded Collect Services
167 was listed on the Plaintiff's Experian credit report. Indicating a collection debt due to
168 Bonded Collect Services. The Plaintiff has not now or ever had any business affiliation
169 with Bonded Collect Services, nor applied for any type of mortgage, loan, credit card,
170 insurance or employment with the Defendant.

171

172 The Plaintiff contacted the Defendant with a letter of dispute by U.S. Postal Service
173 Certified Mail Return Receipt on November 24, 2010. The Defendant was notified of
174 this mailing by USPS on December 27, 2010 and received the certified mailing on
175 December 3, 2010. As of this date no response to that dispute has been received from the
176 Defendant.

177

178 The Plaintiff has requested confirmation/disputed this alleged debt with Experian on
179 several occasions and Experian has confirmed that they are reporting it correctly as
180 advised to Experian by Bonded Collect Services.

181

182 On December 15, 2010 Bonded Collect Services re-entered the alleged debt in Plaintiff's
183 Experian Credit Report as a new collection without validating the debt or responding to
184 Plaintiff's Experian Credit Report in dispute.

185

The Defendant has failed to provide proof/validation of the debt and failed to contact the Plaintiff within (5) five days of the Plaintiff's request for validation as outlined in the FDCPA/FCRA the law requires informing the Plaintiff of his rights under the law and that an investigation is being performed. If the Defendant does not respond to this request, as is his right, the Defendant must CEASE all collection activity. The Defendant has clearly not done this. The Defendant must also inform notice of dispute to the Major Credit Reporting Agencies that the alleged debt is in dispute, which the Defendant has not done. The Defendant has continued collection activities by updating the Plaintiff's credit report prior to validation the alleged debt, and is visible in the Plaintiff's credit report on the alleged amount owed prior to validation proof of the alleged debt. The Defendant has violated the law under the Debt Collection Practices Act, 15 USC § 1601, *et seq.* and the Fair Credit Reporting Act 15 USC § 1681, *et seq.*

Plaintiff invokes his right to this action under the following sections of the FCRA Fair Credit Reporting Act, § 617. Civil liability for negligent noncompliance [15 USC § 1681o] and under the Fair Debt Collection Practices act § 813. Civil liability [15 USC § 1692k]

As follows:

Count I under the Fair Debt Collection Practices Act

Failure to Validate the Debt, Failure to Notify the Plaintiff of his rights after initial contact with the Defendant. Defendant has failed to provide the following information once contacted by the Plaintiff and by forwarding the alleged information to the Credit Reporting Agency has violated this section of the FDCPA.

§ 809. Validation of debts [15 USC 1692g]

(a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing –

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Count II through IV under the FDCPA

Continued collection activity prior to providing validation of the alleged debt to the Plaintiff. The Defendant has updated on a monthly basis to the Credit Reporting Agencies prior to providing Validation of the alleged debt to the plaintiff one count each for each the following months, December 2010, January 2011, February 2011 through today.

§ 809. Validation of debts [15 USC 1692g](b)

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

Plaintiff re-alleges the allegations set forth in lines 1 through 251 hereinabove.

Count V though VII under the Fair Credit Reporting Act

December 2010, January 2011, February 2011 and through today. Three counts Plaintiff has notified the Defendant on November 23, 1010 that the alleged debt is in dispute and has informed Defendant of same. Defendant has updated/reported to the credit reporting agency Experian every month as indicated prior to providing proof of their claim to alleged debt.

(3) Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(b) Duties of furnishers of information upon notice of dispute.

(1) In general. After receiving notice pursuant to section 611(a)(2) [§1681i] of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 611(a)(2)[§1681i];

(C) report the results of the investigation to the consumer reporting agency; and

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis.

(2) Deadline. A person shall complete all investigations, reviews, and reports required under paragraph (1) regarding information provided by the person to a consumer reporting agency, before the expiration of the period under section 611(a)(1) [§1681i] within which the consumer reporting agency is required to complete actions required by that section regarding that information.

Count VIII through XCV under the Fair Credit Reporting Act

December 8, 2010 through March 2, 2011. Eighty-four counts Plaintiff has notified on November 24, 2010 that the alleged debt is in dispute and has informed Defendant of same. The information from Bonded Collect Services on the Experian credit report of Plaintiff does not reflect that the information is in dispute.

Plaintiff invokes his right to bring this action under the following sections of the FCRA.

According to the Fair Credit Reporting Act, 616. Civil liability for willful noncompliance [15 USC § 1681n], (a) In general. Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of (1)(A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; or (B) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater; (2) such amount of punitive damages as the court may allow; and (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

Plaintiff has a negative Experian credit score as of this date and has been denied credit at reasonable rates because of the willful noncompliance actions and/or inactions of the Defendant. The Defendant has injured the Plaintiff's credit rating, report, and credit worthiness and reputation.

According to the Fair Credit Reporting Act, 617. Civil liability for negligent noncompliance [15 USC § 1681o], (a) In general. Any person who is negligent in failing to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure; (2) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

324 Plaintiff has a negative Experian credit score as of this date and has been denied credit at
325 reasonable rates because of the negligent noncompliance actions and/or inaction of the
326 Defendant.

327
328 Plaintiff re-alleges the allegations set forth in lines 1 through 327 hereinabove.
329

330 THEREFORE Plaintiff requests judgment against Defendant for all counts of \$1,000 per
331 count plus costs and fees and punitive damages as allowed by the Court.
332

333 WHEREFORE, the Defendant has violated the Fair Credit Reporting Act and the Fair
334 Debt Collection Practices Act, Plaintiff demands judgment in the amount of \$95,000.00
335 for all combined counts plus all costs of this action along with punitive damages in the
336 amount of \$48,000.00
337

338 Respectfully submitted the 12th day of April 2011
339


340

341

342

343

344



Robert F. Sartori, Plaintiff
1295 Shady Lane
Tunica, MS 38676
(662) 671-4890

EXHIBIT A

John B. Ferguson
COMMISSIONER

MISSISSIPPI
the Hospitality State
COMMERCIAL LICENSE


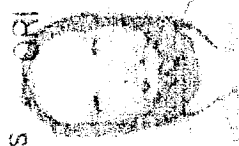
2013
CDL
Class A

Lic No: 801732410 **Expires: 01-24-2013**

Issue Date: 01-07-2009 **Birth Date: 01-24-1972** **Wt: 185** **Sex: M** **Ht: 5-06**

Class: A **Restrictions:** **Endorsements: T**

971921309

SARTORI, ROBERT FRANCIS
1295 SHADY LANE
TUNICA, MS 38676

EXHIBIT B

Close window

Online Personal Credit Report from Experian for

Experian credit report prepared for

ROBERT SARTORI

Your report number is

3900-2179-93

Report date:

11/19/2010

Index:

- [Contact us](#)
- [Potentially negative items](#)
- [Accounts in good standing](#)
- [Requests for your credit history](#)
- [Personal information](#)
- [Important message from Experian](#)
- [Know your rights](#)



Experian collects and organizes information about you and your credit history from public records, your creditors and other reliable sources. By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as "Medical Information Provider." Consumer statements included on your report at your request that contain medical information are disclosed to others.

To return to your report in the near future, log on to www.experian.com/consumer and select "View your report again" or "Dispute" and then enter your report number.

If you disagree with information in this report, return to the Report Summary page and follow the instructions for disputing.

Contact us

[back to top](#)

Need to view your report again or dispute information? Access your report online at www.experian.com/viewreport.

You may also contact us by mail at:

NCAC
P.O. Box 9701
Allen, TX 75013

Or, by phone at:

1 800 493 1058

Monday through Friday, 9 am to 5 pm in your time zone.

Potentially Negative Items or items for further review

[back to top](#)

This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies and unpaid tax liens, which may remain for up to 10 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Credit Items

BONDED COLLECT SERVICES

Address: PO BOX 1176
LONGMONT, CO 80502
(720) 494-2980
Address Identification Number:
0479577125

Account Number:
7870221

Original Creditor:
FIRST COMMUNITY BANK #73

Status: Collection account. \$220 past due as of Jun 2009.

Status Details: This account is scheduled to continue on record until Dec 2015.

Date Opened:
05/2009
Reported Since:
06/2009
Date of Status:
06/2009
Last Reported:
06/2009
Type:
Collection
Terms:
1 Months
Monthly Payment:
\$0
Responsibility:
Individual

Credit Limit/Original Amount:
\$220
High Balance:
NA
Recent Balance:
\$220 as of 06/2009
Recent Payment:
\$0

Account History:
Collection as of Jun 2009

P1

EXHIBIT C

BONDED COLLECT SERVICES

Address:
PO BOX 1176
LONGMONT, CO 80502
(720) 494-2980

This Is A Letter Of Dispute.

I noticed this credit line on my credit report. I dispute the account.

Please do not call or email. Respond by U.S. mail only

Robert F. Sartori
1295 Shady Lane
Tunica, MS 38676
662-671-4890

p2



EXHIBIT C

Home | Help | Sign In

Track & Confirm

FAQs

Track & Confirm

Search Results

Label/Receipt Number: 7009 1410 0001 8437 8117

Expected Delivery Date: November 27, 2010

Class: First-Class Mail®

Service(s): Certified Mail™
Return Receipt

Status: Delivered

Track & Confirm

Enter Label/Receipt Number.

Go >

Your item was delivered at 11:33 am on December 03, 2010 in
LONGMONT, CO 80501.

Detailed Results:

- Delivered, December 03, 2010, 11:33 am, LONGMONT, CO 80501
- Notice Left, November 27, 2010, 6:41 am, LONGMONT, CO 80502
- Acceptance, November 24, 2010, 4:06 pm, TUNICA, MS 38676

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

Go >

Privacy Policy

Terms of Use

Business Customer Gateway

FOIA

The Ad to protect
your privacy for free

Business Customer Gateway

7009 1410 0001 8437 8117

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
LONGMONT CO 80502
OFFICIAL USE

Postage	\$0.44	0676
Certified Fee	\$2.80	01
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$5.54	11/24/2010

Sent to: *Bonded Collect Services*
Street, Apt. No., or PO Box No. *9000 1176*
City, State, ZIP+4® *Longmont, CO 80502*
PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bonded Collect Serv.
9000 1176
Longmont, CO
80502

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *X* *JOHN JONES* ☒ Agent
- B. Received by (Printed Name) *JOHN JONES* ☐ Addressee
- C. Date of Delivery *11/24/2010*
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: *NO*

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7009 1410 0001 8437 8117

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



Case: 1-cv-00030-WAP
BC SERVICES

451 21st Avenue
Longmont, CO 80502
(303) 532-3500 • (800) 732-0262
(719) 302-2000 • (970) 530-4200

SAA Doc #: 11 Filed: 04/14/11 Page 55 of 17

EXHIBIT 17

DEC 06 2010

#99 7870221
ROBERT F FRAZER SARTORI
1295 SHADY LN

TUNICA MS 38676

RE: FIRST COMMUNITY BANK #73*
\$220.83

#99 7870221

Below is a print out of your file per your request.

ACCT #	CLIENT NAME	SERVICE DATE	PRIN BAL	INT BAL	CK CHG BALANCE	COURT COST BAL	BAL DUE
*****	*****	*****	*****	*****	*****	*****	*****
7870221	FIRST COMMUNITY BANK #73*	02/10/09	220.83	0.00	0.00	0.00	220.83

N

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

, EXTN: --1-866-822-1798

EXHIBIT --7-110-822-1798



Online Personal Credit Report from Experian for

Experian credit report prepared for

ROBERT SARTORI

Your report number is

3900-2179-93

Report date:

01/03/2011

Index:

- [Contact us](#)
- [Potentially negative items](#)
- [Accounts in good standing](#)
- [Requests for your credit history](#)
- [Personal information](#)
- [Important message from Experian](#)
- [Know your rights](#)



Experian collects and organizes information about you and your credit history from public records, your creditors and other reliable sources. By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as "Medical Information Provider." Consumer statements included on your report at your request that contain medical information are disclosed to others.

To return to your report in the near future, log on to www.experian.com/consumer and select "View your report again" or "Dispute" and then enter your report number.

If you disagree with information in this report, return to the Report Summary page and follow the instructions for disputing.

Contact us

[back to top](#)

Need to view your report again or dispute information? Access your report online at www.experian.com/viewreport.

You may also contact us by mail at:

NCAC
P.O. Box 9701
Allen, TX 75013

Or, by phone at:
1 800 493 1058
Monday through Friday, 9 am to 5 pm in your time zone.

Potentially Negative Items or items for further review

[back to top](#)

This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies and unpaid tax liens, which may remain for up to 10 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

BONDED COLLECT SERVICES

This item is currently being investigated.

Address: PO BOX 1176
LONGMONT, CO 80502
(720) 494-2980
Address Identification Number:
0479577125

Account Number:
7870221

Original Creditor:
FIRST COMMUNITY BANK #73

Status: Collection account. \$220 past due as of Dec 2010.

Status Details: This account is scheduled to continue on record until Dec 2015.

Date Opened: 05/2009
Reported Since: 06/2009
Date of Status: 06/2009
Last Reported: 12/2010
Type: Collection
Terms: 1 Months
Monthly Payment: \$0
Responsibility: Individual

Credit Limit/Original Amount: \$220
High Balance: NA
Recent Balance: \$220 as of 12/2010
Recent Payment: \$0

Your Statement:

Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act).

Account History:
Collection as of Dec 2010, Jun 2009

Robert F. Sartori, Plaintiff pro se
1295 Shady Ln
Tunica, MS 38676
662-671-4890
sanpatriciofarrier@yahoo.com

CERTIFICATE OF SERVICE

I hereby certify that the above and forgoing Motion to Strike was filed with the United States District Court for the Northern District of Mississippi, via US Postal Service Certified Mail Return Receipt # 7010-3090-0003-0408-5277, and also a copy to the Defendant's attorney Glen K. Till, Jr., PLLC 1675 Lakeland Drive, Suite 203, Jackson, MS 39216, via US Postal Service Certified Mail Return Receipt # 7010-3090-0003-0408-5260,

On this the 12th day of April, 2011.

By: 

Robert F. Sartori, Plaintiff pro se

United States District Court
Northern District of Mississippi
911 Jackson Ave, Ste 369
Oxford, MS 38655

U.S. POSTAGE
PAID
TUNICA, MS
38676
APR 13, 11
AMOUNT
\$5.88
0006020-01



38655



1000



7010 3090 0003 0408 5277



Robert F. Sartin
1295 Shady Ln
Tunica, MS 38676